

File

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Milton I. Shadur	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	04 C 2932	DATE	4/29/2004
CASE TITLE	J.W. Peters, Inc. vs. International Association of Brick		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

Plaintiff's motion to stay defendant Iron Workers Union's grievance

DOCKET ENTRY:

- (1) ☒ Filed motion of [use listing in "Motion" box above.]
- (2) ☐ Brief in support of motion due _____.
- (3) ☐ Answer brief to motion due _____. Reply to answer brief due _____.
- (4) ☐ Ruling/Hearing on _____ set for _____ at _____.
- (5) ☐ Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) ☐ Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) ☐ Trial[set for/re-set for] on _____ at _____.
- (8) ☐ [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) ☐ This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
☐ FRCP4(m) ☐ Local Rule 41.1 ☐ FRCP41(a)(1) ☐ FRCP41(a)(2).
- (10) ☒ [Other docket entry] Enter Memorandum Order. This Court holds that the purported unilateral repudiation by J.W. Peters, Inc. of its long-established pre-hire agreements with e International Assoc. of Brick Structural Ornamental & Reinforcing Iron Worker Local Union #1, is a nullity and totally invalid. Because both the Compliance Agreement and the Principal Agreement are thus in full force and effect, Peters' motion to stay is denied. And because Peters' action has taken the form of its complaint and Declaratory Judgment, and because this Court's final judgment is in favor of Union and its codefendant and against Peters as to whether the pre-hire agreement between the parties "has been properly and effectively repudiated" (as Peters prayer for relief puts it), this action is dismissed with the entry of this final judgment.

- (11) ☒ [For further detail see order attached to the original minute order.]

<input checked="" type="checkbox"/>	No notices required, advised in open court.		number of notices	Document Number <i>5</i>
<input type="checkbox"/>	No notices required.		APR 30 2004 date docketed	
<input type="checkbox"/>	Notices mailed by judge's staff.		<i>GMA</i> docketing deputy initials	
<input type="checkbox"/>	Notified counsel by telephone.		date mailed notice	
<input type="checkbox"/>	Docketing to mail notices.		mailing deputy initials	
<input checked="" type="checkbox"/>	Mail AO 450 form.	SN	courtroom deputy's initials	Date/time received in central Clerk's Office
<input type="checkbox"/>	Copy to judge/magistrate judge.			

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

J.W. PETERS, INC.,

Plaintiff,

v.

INTERNATIONAL ASSOCIATION OF BRICK,
STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS,
LOCAL UNION #1, et al.,

Defendants.

No. 04 C 2932

DOCKETED

APR 30 2004


MEMORANDUM ORDER

For the reasons stated at greater length in the course of this morning's motion hearing, reasons that conform to the decision by our Court of Appeals in NLRB v. Bufco Corp., 899 F.2d 608, 610-11 (7th Cir. 1990) and to the uniform decisions of other Courts of Appeals in Int'l Assoc. of Bridge, Structural & Ornamental Iron Workers Local 3 v. NLRB, 843 F.2d 770 (3d Cir. 1988), Mesa Verde Constr. Co. v. N. Cal. Dist. Council of Laborers, 861 F.2d 1124 (9th Cir. 1988) (en banc) and NLRB v. W.L. Miller Co., 871 F.2d 745 (8th Cir. 1989), this Court holds that the purported unilateral repudiation by J.W. Peters, Inc. ("Peters") of its long-established pre-hire agreements with the International Association of Brick, Structural, Ornamental & Reinforcing Iron Workers Local Union #1 ("Union"), most recently via the December 12, 2002 Compliance Agreement between Peters and Union ("Compliance Agreement"), is a nullity and totally invalid. Accordingly the Compliance Agreement is still in full force and

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effect and is in turn governed by the most recent Agreement between the Associated Steel Erectors of Chicago, Illinois and Union for the period beginning June 1, 2003 and ending May 31, 2006 ("Principal Agreement") (see Compliance Agreement ¶4).

Because both the Compliance Agreement and the Principal Agreement are thus in full force and effect, Peters' motion to stay any proceedings before the Joint Arbitration Board on the same subject is denied.¹ And because Peters' action has taken the form of its Complaint for Declaratory Judgment, and because this Court's final judgment is in favor of Union and its codefendant and against Peters as to whether the pre-hire agreement between the parties (the Compliance Agreement) "has been properly and effectively repudiated" (as Peters' prayer for relief puts it), this action is dismissed with the entry of this final judgment.


Milton I. Shadur
Senior United States District Judge

Date: April 29, 2004

¹ It would seem most likely that the need for any such proceedings is eliminated by reason of this Court's decision, but it will be left to the parties to sort that matter out.